

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
WILKES-BARRE DIVISION**

IN RE:

CHAPTER 13

CASE NO.: 5:23-bk-00774-MJC

Sandra Sattof

Debtor,

David Sattof

Joint Debtor,

NewRez LLC d/b/a Shellpoint Mortgage Servicing,

Movant,

v.

Sandra Sattof

David Sattof

Jack N Zaharopoulos

Respondents.

**MOTION OF NewRez LLC d/b/a Shellpoint Mortgage Servicing FOR RELIEF FROM
AUTOMATIC STAY**

Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Sandra Sattof and David Sattof, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on April 7, 2023.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.

3. On January 4, 2002, David Sattof and Sandra D. Sattof executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$140,000.00 to ABN AMRO Mortgage Group, INC., A Delaware Corporation. A true and correct copy of the Note is attached hereto as Exhibit “A.”
4. The Mortgage was recorded on January 11, 2002, in Book 3002 as Instrument Number 5414867 in Book 3002 Page 9175 of the Public Records of Luzerne County, PA. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the property located in Luzerne County commonly known as 2635 Blytheburn Road RD, Mountain Top, Pennsylvania 18707.
6. The terms and conditions of the Note and Mortgage were later amended pursuant to the Loan Modification Agreement (“Agreement”) signed April 4, 2016. Said Agreement created a new principal balance of \$152,220.81. A true and accurate copy of the Agreement is attached hereto as Exhibit “C”.
7. The loan was lastly assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing and said Assignment of Mortgage was recorded with the Luzerne County Recorder of Deeds on March 12, 2019 in Instrument Number 201914025. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “D”.
8. Based upon the Debtor(s)’ First Amended Chapter 13 Plan (Docket No. 25), the Debtor intends to cure Secured Creditor's pre-petition arrearages within the Chapter 13 Plan and is responsible for maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the First Amended Chapter 13 Plan is attached hereto as Exhibit “E.”
9. New Rez LLC dba Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion for (Movant). In the event the

automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Deed of Trust.

10. Upon review of internal records, Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$1,108.37 which came due on December 1, 2023, January 1, 2024, and February 1, 2024, less suspense of \$691.41.

11. Thus, Debtor(s)' post-petition arrearage totaled the sum of \$2,633.70 through March 31, 2024.

12. As of March 1, 2024, the current unpaid principal balance due under the loan documents is approximately \$142,436.17. Movant's total claim amount, itemized below, is approximately \$167,635.39. See Exhibit "F."

Principal Balance	\$142,436.17
Interest (To 3/1/2024)	\$10,430.43
Fees	\$7,159.30
Funds owed by borrower	\$8,296.92
Funds owed to borrower	(\$687.43)
Total to Payoff	\$167,635.39

13. According to the Debtor(s)' schedules, the value of the property is \$173,610.00. A true and accurate copy of the Debtor(s)' Schedule A/B is attached hereto as Exhibit "G."

14. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property.

Sufficient “cause” for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.

15. As set forth herein, Debtors have defaulted on their secured obligation as they have failed to make their monthly post-petition installment payments.

16. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

17. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d), to permit Secured Creditor to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), to seek recovery of its reasonable attorneys’ fees and costs incurred in this proceeding, and to any such further relief as this Honorable Court deems just and appropriate.

Date: 03/14/2024

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& Partners, PLLC**

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